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types to be used in certain places, the price payable a certain amount in cash, and the remainder in monthly installments according to notes to be executed when the goods are delivered, which are signed by the vendor and vendee, was not such a compliance with Code 1904, § 2462, requiring registration of such contracts from the original contract which must contain everything required to be before the clerk and put on the docket, so as to operate as constructive notice to subsequent purchasers for value or incumbrancers, since they fail to suggest an inquiry which might be made as to what chattels were covered by the contracts, or to afford notice of all the rights which are intended to be created by them.

[Ed. Note.—For other cases, see Sales, Dec. Dig. § 473.\* 11 Va.-W. Va. Enc. 689, et seq.; also 2 id. 804, et seq.; 10 id. 19.]

Appeal from Circuit Court of City of Norfolk.

Suit by the National Cash Register Company against the Norfolk City Realty Company and others. From a decree for defendants, plaintiff appeals. Affirmed.

*Jeffries, Wolcott, Wolcott & Lankford*, for appellants.  
*Jas. E. Heath*, for appellees.

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MOORE LUMBER CORPORATION et al. v. WALKER & WILLIAMSON.

March 10, 1910.

[67 S. E. 374.]

**1. Appeal and Error (§ 1005\*)—Findings—Conclusiveness—Conflicting Evidence.**—The jury's finding upon conflicting evidence will not be disturbed on appeal; the verdict being approved by the trial court.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 3948-3954; Dec. Dig. § 1005.\* 1 Va.-W. Va. Enc. Dig. 621; also 14 id. 101, et seq.]

**2. Frauds, Statute of (§ 144\*)—Operation of Statute—Waiver of Statute as Bar—Admission of Parol Evidence.**—Where defendant put in evidence the writing claimed to bind him to answer for another's debt, and did not rely on its insufficiency under the statute of frauds, and plaintiffs, without objection, proved by parol their agreement with defendant's agent binding defendant to answer for another's debt, the defense of the statute of frauds and of the insufficiency of the

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\*For other cases see same topic and section NUMBER in Dec. and Am. Digs. 1907 to date, and Reporter Indexes.

writing thereunder was waived, and cannot be set up after verdict for plaintiff.

[Ed. Note.—For other cases, see *Frauds*, Statute of, Cent. Dig. § 351; Dec. Dig. § 144.\* 1 Va.-W. Va. Enc. Dig. 560, et seq.; also 6 id. 540.]

**3. Appeal and Error (§ 882\*)—Estoppel to Allege Error—Admission of Evidence.**—Where defendant in his oral testimony attempted to explain a writing signed by him in which he agreed to answer for another's debt, he cannot complain on appeal that oral evidence was admitted to supplement and explain the writing.

[Ed. Note.—For other cases, see *Appeal and Error*, Cent. Dig. § 3591; Dec. Dig. § 882.\* 1 Va.-W. Va. Enc. Dig. 595, 608, et seq.; also 14 id. 99, et seq.]

**4. Guaranty (§ 16\*)—Contract—Consideration.**—Where plaintiffs declined to make further advances to another and were only induced to do so by defendant's guaranty that the advances would be repaid, the making of subsequent advances was a sufficient consideration for the guaranty.

[Ed. Note.—For other cases, see *Guaranty*, Cent. Dig. §§ 14, 15; Dec. Dig. § 16.\* 3 Va.-W. Va. Enc. Dig. 339, et seq.]

**5. Appeal and Error (§ 970\*)—Review—Discretion of Trial Court—Order of Admitting Evidence.**—The order in which the evidence is admitted is largely within the trial court's discretion, and its rulings thereon will only be reversed in exceptional cases.

[Ed. Note.—For other cases, see *Appeal and Error*, Cent. Dig. § 3851; Dec. Dig. § 970.\* 10 Va.-W. Va. Enc. Dig. 597, et seq.; also 14 id. 795.]

**6. Trial (§ 75\*)—Exceptions—Waiver.**—An exception to a ruling excluding a letter from evidence when offered, but permitting it to be offered later in the trial, was waived by the offering party's failure to later offer the letter as permitted.

[Ed. Note.—For other cases, see *Trial*, Cent. Dig. § 180; Dec. Dig. § 75.\* 5 Va.-W. Va. Enc. Dig. 348, 371; also 14 id. 414, 417.]

**7. Evidence (§ 271\*)—Self-Serving Declarations.**—In an action on a written contract of guaranty, a letter written by the guarantor after the guaranty letter was written and the dealings between the parties had terminated, which attempted to explain the meaning of his guaranty, could be excluded as self-serving.

[Ed. Note.—For other cases, see *Evidence*, Cent. Dig. § 1075; Dec. Dig. § 271.\* 4 Va.-W. Va. Enc. Dig. 764; 11 id. 909.]

Error to Law and Chancery Court of City of Norfolk.

Action by Walker & Williamson against the Moore Lumber

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\*For other cases see same topic and section NUMBER in Dec. and Am. Digs. 1907 to date, and Reporter Indexes.

Corporation and another. Judgment for plaintiffs, and defendants bring error. Affirmed.

*J. Sydney Smith*, for plaintiffs in error.

*Thorp & Bowden*, for defendants in error.

EUBANK *v.* CITY OF RICHMOND.

March 10, 1910.

[67 S. E. 376.]

**1. Constitutional Law (§ 81\*)—Police Power.**—The Legislature in the exercise of its police power may place limitations upon personal and property rights for the promotion of the public health, morals, and safety.

[Ed. Note.—For other cases, see Constitutional Law, Cent. Dig. § 148; Dec. Dig. § 81.\* 3 Va.-W. Va. Enc. Dig. 225, et seq.; also 14 id. 237.]

**2. Municipal Corporations (§ 601\*)—Public Improvements—Building Regulations—Validity of Statutes.**—Act Gen. Assem. March 14, 1908 (Acts 1908, pp. 623, 624), authorizing cities to make building regulations, and, in their discretion, in particular districts or streets, to establish building lines or require owners to leave a part of the lots free from buildings, and to regulate the height of buildings, etc., is a valid police regulation in the interest of the public health, safety, comfort, and convenience, or some of those objects, and was not unconstitutional.

[Ed. Note.—For other cases, see Municipal Corporations, Cent. Dig. § 1333; Dec. Dig. § 601.\* 10 Va.-W. Va. Enc. Dig. 179.]

**3. Constitutional Law (§ 63\*)—Delegation of Legislative Power—Delegation to Street Committee.**—An ordinance providing that, whenever two-thirds of the abutting property owners request the committee on streets to establish a building line on the side of the square on which their property fronts, the committee shall establish such line not less than five nor more than 30 feet from the street line, and no building permit shall be issued for the construction of houses within such limit, did not delegate legislative functions to the street committee, it having no discretion as to whether a street line shall be established, but only in fixing the line within the prescribed limits.

[Ed. Note.—For other cases, see Constitutional Law, Dec. Dig. § 63.\* 10 Va.-W. Va. Enc. Dig. 170, et seq.]

Error to Hustings Court of Richmond.

J. E. Eubank was convicted of violating a building ordinance, and he brings error. Affirmed.

*S. S. P. Patterson*, for plaintiff in error.

*H. R. Pollard* and *Geo. Wayne Anderson*, for defendant in error.

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\*For other cases see same topic and section NUMBER in Dec. and Am. Digs. 1907 to date, and Reporter Indexes.